

**VERIDIAN INFORMATION SOLUTIONS, INC.
A CALIFORNIA CORPORATION
10560 ARROWHEAD DRIVE
FAIRFAX, VA 22030-7305**

**Terms and Conditions For
VeriTracks™ Services
(Florida CrimeTrax)**

1 Scope of Work

- 1.1 Veridian Information Solutions, Inc., a California corporation ("VIS") will provide the services and leased equipment described in the pricing schedule set forth in Exhibit A as part of a package of services hereinafter know as "VeriTracks" to Leon County, Florida, (customer) having its principal headquarters or administrative offices located at 301 S. Monroe Street, Tallahassee, Florida .
- 1.2 Customer will designate a project manager who will be both responsible and authorized to (i) make all decisions and give all approvals which VIS may need from Customer, and (ii) provide VIS personnel on a timely basis with all information, data, and support, required for VIS' performance under this agreement. Customer also will make appropriate personnel available to interface with VIS, if needed.

2 Contract Term

- 2.1 This Agreement shall begin on the Effective Date defined in Exhibit A. The initial term of this Agreement is for one year with two, one year renewals, subject to availability of funding (unless terminated or renewed as provided herein) from the Effective Date ("Initial Term").

3 Contract Renewal

- 3.1 Following the Initial Term, this Agreement, its terms and conditions and authorized amendments may be renewed automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date, subject to availability of funding and approval of the County, unless otherwise terminated as provided herein.

4 Order Procedure

- 4.1 During the term of this Agreement, individual orders for the products and services described in Exhibit A may be submitted from time to time by Customer to VIS and accepted by VIS under the terms and conditions of this Agreement.
- 4.2 VIS shall be obligated to deliver products and services at dates specified in Customers orders to be issued hereunder at the quantities specifically prescribed by those orders and the price list attached hereto as Exhibit A.
- 4.3 Each Order will be subject to the terms and conditions of this Agreement. Any additional terms and conditions included in an Order will not be applicable or effective for any purpose unless such terms and conditions are specifically accepted by an authorized employee of VIS as indicated by the signature of such employee on the Order.
- 4.4 Acceptance - VIS shall accept order within five (5) working days of Order Issuance date by Customer. If VIS rejects order, VIS must provide written notice to Customer with specific reason(s) for rejection.
- 4.5 Order Delivery date - VIS shall be bound to the delivery specified in Customer's order which shall be expressed in the order as "___days" from date of Customer's order. Expedited deliveries for orders accepted by VIS, for less than the number of days from the date on the order, shall be subject to negotiation between the parties.

- 4.6 Cancellation – Customer may cancel orders without penalty up to 15 days before delivery and may return products within 45 days after receipt with a 15% restocking fee.
- 4.7 Rescheduled Deliveries – Customer may reschedule delivery dates for specific orders once without charge. If Customer requests a second rescheduled delivery for a specific order, the Parties shall negotiate a revised order price.

5 Compensation

- 5.1 VIS will perform the services required by this Agreement on a time and material basis. Customer will pay VIS at the rates specified in Exhibit A for VeriTracks professional services and leased products.

6 Terms of Payment

- 6.1 VIS will provide Customer with monthly invoices covering the work performed in accordance with Exhibit A. VIS' invoices are due and payable in full when presented.
- 6.2 If Customer does not pay an Invoice within 30 days of receipt, VIS may add an interest charge of 1 1/2 % per month; this interest will begin to run on the 31st day following presentment of the applicable invoice and will accumulate on a daily basis thereafter.
- 6.3 Customer represents and warrants that it is exempt from the payment of the Florida sales or use tax or any other similar Florida taxes on the transactions hereunder. Customer shall provide a copy of its Florida tax exemption certificate(s) to Contractor upon execution of this Agreement. Customer shall also cooperate with Contractor with respect to any action that may be required by a taxing authority in order to confirm or obtain tax-exempt status for the products, services and transactions covered by this Agreement.
- 6.4 Customer will pay all taxes arising out of or in connection with this agreement, except for taxes based on VIS' net income.

7 Title, Shipping, and Damage to Leased Products

- 7.1 Title to all leased products will remain with VIS. Customer shall pay for the cost associated with the shipping of leased products to Customer's designated delivery location. Customer will pay costs of shipping damaged units to VIS for repair or replacement. VIS will pay shipping costs for faulty units returned to VIS for repair and replacement.
- 7.2 VIS shall be liable for any cost associated with damage to products prior to the delivery. Any damages incurred to leased products after delivery shall be the responsibility of the Customer. Leased products will be returned to VIS upon expiration of the lease term in their original condition with the exception of reasonable wear and tear.

8 Proprietary Property

- 8.1 Title to Intellectual Property, leased products and other hardware, including but not limited to replacement units, and all software provided under this Agreement shall remain with the VIS. Leased products may only be serviced and/or repaired by VIS. Said leased products or other items being provided under this Agreement shall not be used by any other party or concern other than for the fulfillment of the obligations of this Agreement. None of the leased products or items provided under this Agreement shall be used by any other service provider or third party for any other purpose including, but not limited to, monitoring services. Customer shall receive only a non-exclusive and non-transferable right and license to use any software provided under this Agreement during the term hereof. Customer will not decompile, disassemble or otherwise reverse engineer the Software, or cause or allow others to do so. Customer will not modify, or cause or allow others, to modify the Software, without the prior written consent of Veridian Information Solutions, Inc. Customer agrees that software and documentation provided under this Agreement is not to be used for production or in any revenue-producing application. Customer

agrees to provide access to Veridian Information Solutions, Inc. or a professional audit firm at the sole expense of Veridian Information Solutions, Inc. and at reasonable times and at a date or dates mutually agreed to by the Parties, access to the software, documentation, systems and products provided and used by the Customer to verify that Customer is abiding by the terms of this Agreement.

9 Nondisclosure

- 9.1 Subject to the requirements of Chapter 119, Florida Statutes, VIS and Customer each agrees to protect all confidential proprietary information provided by one party to the other, and not to publish or disclose the other party's information to any third party without the other's written permission. The term proprietary information means confidential materials, documents, data and other information which VIS or Customer has designated or marked as proprietary and confidential.
- 9.2 Neither VIS nor Customer will be required to protect proprietary information which is or becomes publicly available, (other than as a result of a breach of this Agreement) is independently developed by such party outside the scope of this Agreement, or is rightfully obtained from third parties.

10 Warranties and Disclaimer

- 10.1 VIS warrants that it will perform the services required under this Agreement in a manner consistent with industry standards reasonably applicable to the performance of such work and services.
- 10.2 VIS warrants that neither the products, processes, computer software, software modules, media, documentation and other materials provided to Customer under this Agreement, nor their use by Customer, will infringe or constitute an infringement of any copyright, patent, trademark or other proprietary right of a third party. Should any such items become the subject of an infringement claim or suit, VIS may obtain for Customer the right to continue using such items or may replace or modify them to make them non-infringing. If VIS does not find either of these alternative reasonably available to it, VIS may require Customers to stop using such items, in which case Customer may receive a credit for amounts due or payable to VIS, in an amount reasonably established by VIS.
- 10.3 Customer is entitled to any warranties on leased equipment that are provided by the manufacturer of such equipment and which can be assigned to Customer. VIS warrants that it has the right to lease the products and provide the services to Customer hereunder. VIS MAKE NO OTHER WARRANTIES REGARDING THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED; AND VIS SPECIFICALLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY AND FITNESS OF ITS PRODUCTS AND SERVICES FOR A PARTICULAR PURPOSE BEYOND THAT SET FORTH IN THIS AGREEMENT.
- 10.4 VIS expressly disclaims any warranty that its monitoring service or its system is impervious to tampering. IN NO EVENT WILL VIS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE OR USE OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY ORDERS HEREUNDER. In no event does VIS assume or bear any responsibility or liability for acts that may be committed by third Parties or persons subject to or using products or services.
- 10.5 VIS and Customer shall not be liable for any failure or delay in performance hereunder which is due to Force Majeure.

11 Indemnification

- 11.1 That to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the County hereby agrees to indemnify, defend, save, and hold harmless VIS from all claims, demands, liabilities, and suits

arising out of, because of, or due to any negligent act of the County, its agents, or employees arising out of this Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify VIS for its negligence or breach of contract, or that of its contractors, agents, or employees.

- 11.2 That to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, VIS hereby agrees to indemnify, defend, save, and hold harmless the County from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of the VIS, its agents, or employees arising out of this Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its negligence or breach of contract, or that of its contractors, agents, or employees.

12 Limitation of Remedies

- 12.1 VIS will reimburse Customer for any costs (including legal fees reasonably incurred), which Customer may incur as a result of any claim or suit based on a violation of the warranty in paragraph 10.2, but only if Customer notifies VIS promptly of any such suit or claim and cooperates with VIS in defending or settling the claim or suit. VIS will control the defense of any such claim or suit including the selection of attorneys. If Customer wishes to participate in the action with attorneys of its choosing, Customer shall pay their costs and expenses.
- 12.2 If as a result of VIS' sole negligence Customer or its employees suffer personal injury or property damage, VIS will reimburse Customer for any claims Customer actually pays.
- 12.3 VIS will not be held to have failed to meet its obligations under this Agreement if VIS either delays performance or fails to perform as the result of any cause beyond its reasonable control.
- 12.4 VIS and Customer agree as follows with respect to remedies described in Section 0 or elsewhere in this Agreement.
- 12.4.1 VIS' entire liability and Customer's exclusive remedy for damages to Customer arising out of or related to VIS' work under this Agreement and any products, processes, computer software, software modules, media, documentation and other materials derived hereunder for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to money damages in an amount equal to the lesser of (a) actual damages or (b) to the total amount paid by Customer to VIS for work under this Agreement.
- 12.4.2 IN NO EVENT WILL VIS BE LIABLE FOR ANY DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES, OR FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER CONSEQUENTIAL DAMAGES, EVEN IF VIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.4.3 No proceeding, regardless of form, arising out of this Agreement may be brought by either party more than one year after the existence of the cause of action has become known to the party injured; except that (i) proceedings related to violation of any duty to protect proprietary information may be brought at any time and (ii) proceedings for nonpayment must be brought within two years from the date the last payment is due.

13 Arbitration

- 13.1 All disputes, controversies or claims which relate in any way to this Agreement will be resolved by arbitration in Washington, DC in accordance with the Commercial Arbitration Rules of the American Arbitration Association; the award by the arbitrators shall be final, and may be enforced in any court having jurisdiction.

14 Termination

- 14.1 The Agreement will begin on the Effective Date as defined in Exhibit A, and will continue in effect for the period of time VIS needs to perform the services specified in the Agreement and for Customer to complete payment of these services.
- 14.2 When this Agreement terminates, both parties will continue to comply with all of the terms of this Agreement which call for performance prior or subsequent to the termination date, including their respective obligations to protect confidential proprietary information as provided in paragraph 9.
- 14.3 After the completion of all orders for leased products and services hereunder, this Agreement may be terminated without cause by either party by giving written termination notice to the other party at least sixty (60) days prior to the effective date of such termination unless a lesser time is mutually agreed upon by the parties. Said notice shall be delivered by Certified Mail (return receipt requested), or in person with proof of delivery.
- 14.4 In the event of a breach of this Agreement by VIS, Customer shall notify VIS who shall then have thirty (30) calendar days to cure said breach. In the event of a failure to cure, Customer may terminate this Agreement upon twenty-four (24) hours notice delivered as aforesaid.
- 14.5 In the event a breach of this Agreement occurs by Customer by reason of a non-payment, then VIS shall notify Customer who shall then have thirty (30) calendar days to cure said breach. In the event of a failure to cure, VIS, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any orders hereunder upon twenty-four (24) hours notice delivered as aforesaid.
- 14.6 In the event a breach of this Agreement occurs by Customer for any reason other than non-payment, then VIS shall notify Customer who shall then have thirty (30) calendar days to cure said breach. In the event of failure to cure, VIS, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any orders hereunder upon twenty-four (24) hours notice delivered as aforesaid.
- 14.7 The occurrence of any of the following events shall constitute an **Event of Default OR BREACH** under this Agreement:
- (a) Either Party fails to make any payment when due and does not cure that failure as specified in this Article.
 - (b) Either Party fails to comply with any other term, condition or covenant contained in this Agreement, and does not cure that failure as specified in this Article.
 - (c) A petition in bankruptcy is filed by or against either Party or a receiver or trustee of any property of either Party is appointed, or either Party files a petition for an arrangement under any provisions of federal, or state bankruptcy or receivership laws, or any other law, state or federal (unless, in any such case, such petition is dismissed within ninety (90) days of filing), or makes an assignment for the benefit of creditors or is adjudged insolvent by any state or federal court.
 - (d) Either Party is dissolved, liquidated or terminated, or is sold or otherwise transferred (or all or substantially all of the assets of either Party) are sold or otherwise transferred or either Party ceases its ongoing business operations, sales activity of Support Services, without prior written consent of the other Party.
 - (e) Any act or omission of either Party which adversely effects the reputation of the other.
 - (f) The passage of any legislation which would impair or jeopardize the ability of VIS to maintain VIS' proprietary rights in the Intellectual Property for the products and services covered by this Agreement.
 - (g) Failure by VIS to meet its system, product or services obligations pursuant to Customer orders as determined at the Customer's sole discretion.

15 General Provisions

- 15.1 For a minimum period of two (2) years from the date of this Agreement, neither party may solicit for hire or hire any officer or other employee of the other party with whom the first party comes into contact with as a result of this agreement, except with the express prior written permission of the other party; provided, however, that (a) the term solicit shall not include general employment advertising, and (b) the foregoing will not prevent either party from employing any person who contacts that party on his or her own initiative
- 15.2 This Agreement shall be binding upon the respective successors and assigns of the parties.
- 15.3 If either party waives or modifies any term or condition of this Agreement, this will not void, waive or change any other term or condition. If either party waives a default by the other, this will not waive future or other defaults.
- 15.4 Notices regarding this Agreement are to be in writing and delivered, or mailed by first-class mail postpaid, by one party to the other at their respective addresses given above, marked for the attention of the VIS Chief Financial Officer, and the customer Chief Operating Officer. Notices which are mailed shall be deemed to have been given as of the third business day following the date of mailing.
- 15.5 If any part of this Agreement, for any reason is declared to be invalid, it shall be deemed modified as necessary to be valid. The remainder of this Agreement shall continue in effect as if the Agreement has been entered without the invalid portion.
- 15.6 This Agreement will be governed in accordance with the laws of the State of Florida.
- 15.7 This Agreement sets forth the full understanding between the parties and may only be changed in writing.
- 15.8 Exhibit A attached is made a part of this Agreement as if fully included in the text.

Veridian Information Solutions, Inc.

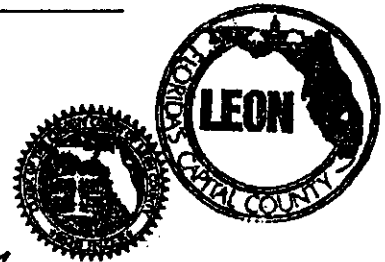
By: *Kevin Mason*
Title: *Sr. Contracts Manager*
Date: *9/20/02*

APPROVED AS TO FORM
LEON COUNTY ATTORNEYS OFFICE
Leon County, Florida
By: *[Signature]*

By: *[Signature]*
Title: Chairman, Board of County Commissioners
Date: 10/4/02

ATTEST:
Bob Inzer
Clerk of Circuit Court
Leon County, Florida

By: *[Signature]*
Clerk



**VERIDIAN INFORMATION SOLUTIONS, INC.
A CALIFORNIA CORPORATION
10560 ARROWHEAD DRIVE
FAIRFAX, VA 22030-7305**

**EXHIBIT A
TO
VeriTracks SERVICES AGREEMENT**

Effective Date of Contract: 10/4, 2002

Customer: Leon County
Address, Tallahassee, Fl. Zip Code

Customer Project Manager: Ms. Wanda Hunter, 488-7222
Customer Finance Manager: Mr. Don Lanham, 488-9962 (Contract Issues)

Pricing and Service:

1. VeriTracks Active and Passive Tracking Pricing:

- a. Pricing for VeriTracks is based on the total planned number of tracking units (active and passive) in use and the duration of the plan. For current three -year, 100-unit plan, costs for the Active unit is \$12.25 per day per unit and costs for the Passive unit is \$6.00 per day. It is understood that the Customer will only be billed for those units in use. For the purpose of this agreement, the term "in use" shall be defined as a product currently operational, functioning and/or otherwise engaged in conjunction with the Leon County Electronic Monitoring Program. Veridian and Customer agree that quantities and total maximum daily costs may be increased as mutually agreed to between the Parties to this Agreement in order to satisfy Customer requirements in excess of the 100 unit plan quantities and prices described above.

Note: All customers within Florida will be entitled to volume pricing discounts available through an anticipated statewide electronic monitoring contract. The per unit cost of \$12.25 (Active) and \$6.00 (Passive) set forth in this Agreement will be adjusted downward automatically by Veridian at such time as the anticipated statewide contract has been negotiated and signed.

- b. Pricing shall be based upon the same graduated system integration of the total of 100 units described in this agreement. The graduated integration will involve the use of an average of 25 units the first month, 50 units the second month, 75 units in month 3 and 100 units for month 4 and all future months.

2. VeriTracks Offering:

- a. **No cost access to the VeriTracks application via the web-** Veridian provides all required server side hardware and software at our offices. Leon County Users will be required to have personnel computers, internet access, and web browser software (Microsoft Internet Explorer 5.5 or above is required). To ensure success Veridian will

provide on-site implementation support and issue resolution to ensure you have access to VeriTracks.

- b. **Daily Reporting** – Leon County Users on a daily basis will receive the following reports: Incident hit notifications, zone hit notifications, offender alert notifications, alerts for tamper, non-compliance, and house arrest condition violations.
- c. **Developing the crime incident data interface** – For the implementation to be successful, the crime incident data from the Sheriff's Office and Tallahassee Police Department (TPD) must be integrated into the VeriTracks statewide crime incident database. This data shall be extracted from the Record Management Systems (RMS) systems at the Sheriff's Office and TPD each day. The extracted data is transmitted via e-mail and loaded in to the VeriTracks statewide crime incident database.

Tasks required will include creating the crime incident data extract, configuring the transmission process, and testing the data load process. The VeriTracks development team will work with Leon County personnel to minimize the effort required to complete this task. The County may choose, at an additional cost, to have Veridian's personnel develop the data extract on behalf of any law enforcement agencies in the county.

- d. **Education and Training** – Veridian will provide training for Leon County Users involved in the program on how to deploy tracking units to offenders; and on how to use the VeriTracks application. Classes will be conducted on site in Leon County at a county or city location.

Tracking unit training consists of two half-day sessions covering installation of bracelets, tracking units, the monitoring center, initializing units, and establishing limiting parameters. This training shall include all necessary instruction required to implement and manage the GPS monitoring program. In addition to the aforementioned training, the users will receive an Implementation Guide and a User's Guide.

Application training shall consist of one, half day training session for all County users involved in the program as identified by the County designated Program Manager. This course will be provided on two occasions. Training covers establishing system configuration parameters, identifying and understanding daily reports, violations and associated protocols, and creating inclusion and exclusion zones.

- e. **User Support** – The VeriTracks application will be hosted at a secure Veridian facility. Help desk support is available 24 x7 via phone.

Support for the hardware device is available 24 hours per day. Support includes technical support regarding hardware related problems, help-desk support for application issues, and participation in the VeriTracks user group. Routine maintenance services provided at no additional cost include:

- Care and maintenance for all body-worn and hand-carried devices.
- Battery replacements/recharging for all portable devices.
- Replacement of transmitter batteries and straps necessary for equipment use.
- Provide backup units for use while replacing or repairing tracking devices.
- Replacement of tools used in installation.

- f. **User Account Administration, and Data Management** – Veridian will provide all VeriTracks data management and user account administration for all tracked offenders and all designated Leon county users. Data management includes management of 3 months of data on-line and 2 years off-line.
- g. **Tracking Units** – The County is not required to purchase tracking units. The complete solution includes tracking units as well as support and maintenance or replacement of units. Replacement cost for lost or damaged units will be charged to the County at a per-unit cost in the table below.

Passive replacement for ProTech Monitoring (PTM) units

Item	Cost
PTM Passive Tracking device	\$1,200
PTM Bracelet transmitter	\$300
PTM Charging Stand	\$ 350

Active replacement for ProTech Monitoring (PTM) units

Item	Cost
PTM Active Tracking device	\$2,500
PTM Bracelet transmitter	\$300
PTM Charging Stand	\$ 350

A backup inventory equal to 5% of the number of units in use will be provided. These replacement units will be located at the site(s) designated by the County.

3. **Upgrade of Services:**

- a. Any new enhancements or upgrades to VeriTracks program that may occur during the term of this Agreement shall be provided at actual cost or free of charge to the County dependant upon the nature of the enhancement/upgrade.
- b. As new tracking unit technology is introduced, the county can choose to upgrade to new tracking units. Pricing for new tracking units, including pricing for unit replacement, will be determined as the units become available.

Veridian Information Solutions, Inc.

By: Terry Mason
Title: Sr. Contracts Manager
Date: 9/26/02

By: [Signature]
Title: Chairman, BOCC
Date: 10/4/02

APPROVED AS TO FORM
LEON COUNTY ATTORNEYS OFFICE
Leon County, Florida
By: [Signature]

ATTEST:
Bob Inzer
Clerk of Circuit Court
Leon County, Florida
By: [Signature]
Clerk

